purposes intended, so as to render the master liable for injuries to other employees due to failure to perform that duty.

A very extensive note to this case collates the authorities on vice-principalship as determined with reference to the character of the act which caused the injury.

GENERAL ASSIGNMENT FOR CREDITORS—CLAIMING UNDER AND AGAINST SAME INSTRUMENT.—An attachment creditor, claiming that an assignment for creditors is fraudulent as to him, and maintaining a hostile attitude toward the receiver of the estate, and allowing the receiver to insure the attached property for the benefit of the estate, is held in *McLaughlin* v. *Park City Bank* (Utah), 54 L. R. A. 343, to have no right, after money is collected on the insurance policy, to claim a trust in his favor on account of his attachment on the burned building, which might have satisfied his execution had it not been burned.

With this case is a note as to the right of a creditor to participate under assignment or deed of trust for the benefit of creditors, which he has repudiated.

See 6 Va. Law Reg. 613, 616.

DIVORCE—RESIDENCE—DESERTION.—Jurisdiction to decree a divorce *a vinculo*, upon the ground of desertion commenced in a foreign State where the matrimonial domicile was, can only be invoked where one of the married parties has been a resident of the State for the statutory period before the time of filing the bill, during which the alleged desertion has continued. The bill should aver jurisdictional facts, and the proofs should sustain the averments. If proofs leave the jurisdiction in serious doubt, the court will not assume it. The residence required by the statute must be the fixed domicile or permanent home; to the factum of residence must be added the *animus manendi*. Where the residence was commenced without such intent, but for the avowed purpose of seeking relief from local courts which is not attainable in courts in which the party has been injured, *held*, not a *bona fide* residence. *Sweeney* v. *Sweeney* (N. J.), 50 Atl. 785. See *ante*, 118, 137.

MINES AND MINING—LATERAL SUPPORT.—A deed conveyed land, reserving mining rights, without liability for loss or damage occasioned by such mining. *Held*, That these provisions are applicable only to the land conveyed—the grantor being liable for injuries caused by mining operations on adjacent lands, whereby the land conveyed is deprived of lateral support. Where injury results to the land of a land owner from the withdrawal of lateral support by an adjoining owner in its mining operations on its own land, compensation must be made by the latter, whether negligent or not. *Matulys* v. *Phila. &c. Co.* (Pa.), 50 Atl. 823. Citing *McGettigan* v. *Potts*, 149 Pa. 155; *McGuire* v. *Grant*, 25 N. J. Law, 365, 67 Am. Dec. 49; *Gilmore* v. *Driscoll*, 122 Mass. 129, 23 Am. Rep. 312.

But where the injury results to the buildings upon the land, negligence must be proven. *Matulys* v. *Phila. &c. Co.*, *supra*. Citing *Foley* v. *Wyeth*, 2 Allen, 131, 79 Am. Dec. 771.

MARRIAGE—BREACH OF PROMISE—COMMON LAW MARRIAGE.—A mutual promise of marriage between two persons, one of whom is known by the other to be married, is void, and a breach of such a contract by either is no actionable wrong to the other. The party complaining must not only be ignorant of the fact